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ATTORNEYS FOR VINCE BARNHILL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:	§	
	§	
UNIVERSAL REHEARSAL	§	CASE NO. 22-31966-mvl
PARTNERS, LTD.,	§	Chapter 11
	§	
Debtor.	§	

**OBJECTION TO LIQUIDATING TRUSTEE'S POST CONFIRMATION REPORT AND
APPLICATION FOR ENTRY OF FINAL DECREE CLOSING CHAPTER 11
BANKRUPTCY CASE**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Joyce W. Lindauer, counsel for party-in-interest Vince Barnhill, (respectively, "Counsel" and "Barnhill") and files this her *Objection to Liquidating Trustee's Post Confirmation Report and Application for Entry of Final Decree Closing Chapter 11 Bankruptcy Case* (respectfully, "Objection" and "Application"), and would show unto the Court as follows:

1. On December 5, 2024, counsel for Erik White, Trustee of the Universal Rehearsal Partners Liquidating Trust filed its *Post Confirmation Report and Application for Entry of Final Decree Closing Chapter 11 Bankruptcy Case* (Dkt. No. 176).

2. Pursuant to a settlement agreement between Debtor's principal, John Kirtland ("Kirtland"), and Barnhill, who was separately implicated in related Adversary No. 23-03011 (styled as *Universal Rehearsal Partners, Ltd. v. Vincent Edward Barnhill*) and Adversary No. 23-03011 (styled as *John Kirtland. v. Vincent Edward Barnhill*), Barnhill became entitled to monies

received by Kirtland as part of his equity claim in these proceedings. The monies in question amount to \$50,000.00.

3. Barnhill had separately agreed with counsel to tender those monies to Counsel as payment for her legal representation of him during these and related proceedings.

4. To the extent that no provision has been made in the aforementioned Application for the tender of those monies, Counsel objects to same.

5. To rectify this matter of monies due and owing to Barnhill, and ultimately to Counsel, this matter may be addressed in any Order issued by this Court to include language effectively stating that “nothing herein changes the prior agreements and/or settlements between the Debtor, its principal officer, John Kirtland, and Vince Barnhill; the obligations as between Kirtland and Barnhill remain unaffected; and any distribution from Kirtland’s equity share distribution that is owed to Barnhill will be paid to Barnhill’s counsel, Joyce W. Lindauer Attorney, PLLC.”

WHEREFORE, PREMISES CONSIDERED, Joyce W. Lindauer, counsel for Vince Barnhill, requests that the Court enter any Order with regard to this matter containing the aforementioned amended verbiage, and that it further grant to Counsel any such other and further relief to which this Court deems appropriate.

Dated: December 26, 2024.

Respectfully submitted,

/s/ Joyce W. Lindauer

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 26, 2024, a true and correct copy of the foregoing document was served via the Court's CM/ECF electronic filing system upon the parties in this case receiving electronic notice of filings.

/s/ Joyce W. Lindauer

Joyce W. Lindauer